

# GENERAL SALES CONDITIONS OF LUMI TEAM Sp. z o.o.

## 1. GENERAL PROVISIONS

- 1.1. General Sales Conditions define the rules of concluding sales agreements by LUMI TEAM Sp. z o.o. with its registered office in Wanaty and constitute a model agreement within the meaning of Article 384 of the Civil Code.
- 1.2. The terms used herein shall have the following meaning:
  - 1.2.1. **Seller** – LUMI TEAM Sp. z o.o. with its registered office in Wanaty, at: Wanaty, Warszawska 2E, 42-260 Kamienica Polska, entered in the Register of Entrepreneurs maintained by the District Court in Częstochowa, 17th Economic Division of the National Court Register, under KRS no. 0000779424, NIP (TIN): 5732910520, REGON: 382965000;
  - 1.2.2. **Buyer** - a natural or legal person with full legal capacity, conducting business activity and having a tax identification number (NIP) or its equivalent in the country where the registered office was located, who wants to purchase Products from the Seller;
  - 1.2.3. **Party / Parties** - Seller or Buyer and acting jointly;
  - 1.2.4. **Sales Agreement** - an agreement concluded between the Seller and the Buyer for the delivery of Products on the basis of these GSC, constituting an integral part thereof;
  - 1.2.5. **Product / Products** - products in the Seller's offer, which are subject to the Sales Agreement;
  - 1.2.6. **In writing** - written form, signed by the Party to the Sales Agreement or persons authorized by the Party to communicate, including also the form of fax and Internet communication, including electronic mail;

- 1.2.7. **Offer** - a statement addressed individually to the other Party in writing, specifying intention to conclude a Sales Agreement and the details;
  - 1.2.8. **Order** - a written document enabling the Buyer to place an order for Products from the Seller;
  - 1.2.9. **Gross negligence** - means any act or omission indicating: a) a lack of due diligence, including foreseeable serious consequences, b) willful disregard of the consequences of such act or omission;
  - 1.2.10. **CC** - act of 23 April 1964 - Civil Code (Polish Journal of Laws Dz. U. 2018.0.1025 i.e., as amended);
  - 1.2.11. **GSC** - General Sales Conditions determined in this document;
- 1.3. GSC shall apply to all transactions of the Sales and Delivery Agreements organized by the Seller.
  - 1.4. Provisions of GSC may be amended only by appropriate provision included in the Sales Agreement. In such a case, Agreement provisions shall prevail over GSC provisions.
  - 1.5. All additional and different conditions or arrangements shall only be binding to the extent expressly accepted by the Seller in writing.
  - 1.6. GSC constitute an integral part of all Sales Agreements concluded with the Seller and define mutual relations between Seller and Buyer.
  - 1.7. Buyer shall acknowledge GSC available on the [www.lumiteam.eu](http://www.lumiteam.eu) website, while placing an Order.
  - 1.8. By placing an Order, the Buyer accepts the provisions of GSC in an implicit manner.
  - 1.9. If the Buyer remains with the Seller in regular business relations, the acceptance by the Buyer of the GSC for the first order shall be deemed accepted for all remaining orders and sales agreements, until the time of changing the content or cancelling their application.

- 1.10. Any correspondence addressed to the Seller shall be sent to the address:  
LUMI TEAM Sp. z o.o., ul. Warszawska 2E, 42-260 Kamienica Polska.

## **2. INFORMATION ON GOODS, OFFERS, PATTERNS**

- 2.1. All information contained in catalogues, brochures, quotation and contract documents or other advertising material in the form of technical information, illustrations, diagrams, drawings, dimensions and weights, wear and tear indicators, performance indicators and other data shall be approximate. All information and data contained in general product documentation and price lists provided by the Seller shall be binding only to the extent confirmed by the Seller in writing and included in the Sales Agreement.
- 2.2. Announcements, advertisements and catalogues including goods offered by the Seller are for information purposes only and shall not constitute an offer within the meaning of Article 66 of the Civil Code, but only an invitation to conclude a Sales Agreement.
- 2.3. Unless stated otherwise, all offers addressed to the Buyer individually are effective for a period of 30 calendar days from the date of dispatch.
- 2.4. Seller reserves the right, in justified situations, to change the design and, if necessary, to make changes in material which do not lead to deterioration of the product quality.
- 2.5. Seller reserves all rights of ownership and copyrights to all diagrams, drawings, cost estimates and other documents provided to the Buyer. Copying, reproduction or making available to third parties without the consent given in writing by the Seller is prohibited under threat of civil liability for incurred damage.

## **3. CONCLUSION OF AGREEMENT**

- 3.1. Sales Agreement becomes binding for both Parties at the moment of confirming acceptance of the Order by the Seller in writing. Seller shall then be obliged to complete the Order, while the Buyer shall be obliged to pay for the ordered Product.
- 3.2. An order placed by the Buyer constitutes an offer within the meaning of Article 66 of the Civil Code and the Buyer is bound by placed Order and cannot cancel it after confirming acceptance of the Order by the Seller.

- 3.3. Withdrawal from the order entirely or partially shall be possible only after consent of the Seller expressed in writing. Seller may make the consent subject to payment by the Buyer of a compensation in the amount not less than 30% (thirty) of the gross value of the order, or higher, if the costs incurred by the Seller regarding the purchase and implementation of the order exceed that amount.
- 3.4. Seller reserves the right to confirm the Order placed by the Buyer via e-mail without the need to sign the Sales Agreement. In such a case, all terms and conditions of the order shall be specified in the Seller's electronic correspondence.
- 3.5. Seller shall confirm accepting the Order or refuse to accept the Order within no more than 5 working days from the date of receiving the Order. After expiry of the period referred to in the previous sentence, the Order shall be deemed rejected (not accepted) by the Seller.
- 3.6. Possibility of implied acceptance of the Order by the Seller, referred to in Article 682 of the Civil Code, shall be excluded. If confirmation of accepting the Order by the Seller differs from the content of the Order placed by the Buyer, conclusion of the Sales Agreement shall take place on the terms offered by the Seller, if the Buyer does not object in writing within 5 working days from the date of receiving this confirmation at the latest.
- 3.7. Amendment of the agreement conditions or separate oral agreements shall be valid at the moment of confirmation by e-mail or in writing by the Seller and shall apply only to the specific commercial transaction.
- 3.8. If nature of the Order is non-standard, Buyer shall be solely liable for the accuracy of any Order specifications provided to Seller on the basis of which the Products were ordered. Buyer shall also be liable for providing the Seller with all necessary information concerning the Product immediately after placing the Order.
- 3.9. Change or cancellation of the Order confirmed by the Seller shall be possible only after obtaining the consent of the Seller. In the event of cancellation of the Order, the Buyer shall be liable for damages regarding any costs, losses or expenses incurred by the Seller as a result of the above cancellation.
- 3.10. Buyer shall be responsible for providing all information concerning the correct execution of the Order, in particular concerning: quantity, range of products, colours, technical conditions of the ordered goods, as well as the Buyer's exact name, address and place of

delivery. If the Order does not include necessary information, the Seller shall request the Buyer to complete it and it may not be deemed as a confirmation referred to in item 3.1. Only the complete Order shall result in effects referred to in item 3.2.

#### **4. PRICE AND PAYMENT CONDITIONS**

- 4.1. Selling price of the Products offered by the Seller shall not include VAT and other public levies and fees. The prices shall be increased by the Value Added Tax (VAT) according to the statutory applicable rate at the time of confirming the Order by the Seller.
- 4.2. Seller shall issue a VAT invoice within 7 days from the date of delivery. Unless the Parties have agreed otherwise in writing, payment for the Product shall be made within 30 calendar days from the date of issuing the VAT invoice by the Seller. Payment shall be made in the currency specified in the Order confirmation.
- 4.3. Prices indicated by the Seller shall apply to the quantity of Products specified at the time of placing the Order. In case of placing Orders for quantities smaller than originally agreed by the Parties or in case of changing specifications or delivery dates, or in the case of delay in delivery resulting from the instruction or lack of instruction of the Buyer, the Seller shall have the right to adjust the price of ordered Products so that the differences could be included.
- 4.4. Seller reserves the ownership rights to the Products until the payment is made by the Buyer, pursuant to Article 589 of the Civil Code, on the terms specified in item 7 of the GCS, unless stated otherwise in the written agreements of the Parties.
- 4.5. Payment date shall be deemed the date when Seller's bank account is credited.
- 4.6. If the Buyer fails to meet the payment deadline, the Seller shall have the right to charge statutory interest.
- 4.7. Buyer shall not be entitled to withhold payments or make any deductions without the written consent of the Seller.
- 4.8. In the event of payment arrears exceeding the agreed payment deadline, the Seller shall have the right in any case to suspend the shipment of the Product or performance of the

Sales Agreement until the Buyer settles the arrears, and after a prior call for payment also to withdraw from the Sales Agreement due to the Buyer's fault. In the case of withdrawal, the Buyer shall be charged with all costs incurred by the Seller in connection with performance of the Order, including administrative costs, Products storage or their return to the manufacturer.

- 4.9. Pro-forma invoices shall be issued by the Seller only if it results from individual decisions made by the Parties in writing.
- 4.10. Buyer shall bear all costs of cancelling the Products ordered from the Seller (including administrative costs, Products storage or their return to the manufacturer).
- 4.11. If the Buyer fails to pay within the deadline indicated on the VAT invoice, the Seller shall implement a debt collection procedure. In such event, the Buyer undertakes to reimburse the Seller additionally, on the basis of a debit note, lump-sum costs regarding indicated procedure in the amount of PLN 500.00 for the first and each subsequent call for payment.

## **5. DELIVERY, DATE AND DELIVERY COST**

- 5.1. Delivery of the Product being the subject of the Sales Agreement shall be made within the time limit specified in the Order confirmation.
- 5.2. Seller shall be bound by the delivery date only after confirmation in writing. Buyer shall be obliged to collect the Product on the agreed date.
- 5.3. If the Seller fails to meet the delivery date, the Buyer shall agree on a new delivery date with the Seller prior to exercising his statutory rights.
- 5.4. Order should specify the exact name and address of the Buyer, range of products, quantity of ordered Product, delivery date and address, method and date of payment agreed with the Seller and the Order should be marked with a company stamp, signed by the person authorized to place Orders on the Buyer's behalf.
- 5.5. Delivery date shall be extended by the duration of the obstacle caused by circumstances beyond the control of the Parties, in particular regarding untimely delivery by the Seller's suppliers, force majeure events, unforeseen disruptions in the Seller's work (e.g. power failure, transport and customs delays, transport damages, including roadblocks, time

limitations in transportation, traffic, etc.). Failure to meet the deadline for above reasons shall constitute a basis for claims for damages resulting from non-performance or untimely performance of the agreement on the part of the Buyer. Buyer shall not be entitled to charge contractual penalties regarding this matter.

- 5.6. If the Seller, as a result of independent obstacles beyond his control, lost the possibility of completing the delivery, in such circumstances, the Seller may withdraw from the agreement after notifying the Buyer.
- 5.7. Buyer shall be obliged to collect the Product within the delivery date or in any other manner agreed by the Parties in writing. In the event of the delay, Buyer shall be additionally charged with transport and storage costs.
- 5.8. Compliance with the delivery date shall depend (if applicable) on timely acceptance of complete documentation from the Buyer, including necessary approvals, as well as timely clarification and approval of the designs and compliance with the agreed terms of payment and other obligations of the Buyer. Seller shall not be liable for the delay resulting from Buyer's failure to cooperate.
- 5.9. Delivery date shall be deemed met if the shipment of goods ready for use has left the Seller's warehouse before the expiry of agreed delivery date. If dispatch or acceptance is delayed for reasons attributable to the Buyer, sending a notification that the Product is ready for dispatch or acceptance before the agreed delivery date shall be deemed as meeting the delivery date.
- 5.10. If the receipt or shipment of Products delay attributable to the Buyer is longer than 30 calendar days, the Seller may withdraw from the Sales Agreement and the Buyer shall not be entitled to make claims for untimely delivery or non-performance of the Sales Agreement. In such a case, the Seller shall be entitled to reimbursement of incurred costs, including administrative costs, Products storage or their return to the manufacturer.
- 5.11. Seller shall not be liable for indirect losses and costs of lost profits (including the loss of the possibility to establish business contacts, profit, production, income or agreement) of the Buyer, resulting from non-performance or improper performance of the Sales Agreement, including in particular losses resulting from delayed or incomplete delivery.
- 5.12. Buyer shall immediately notify the Seller in writing of any change in its registered office or place of residence as well as address for delivering correspondence. Notification failure

shall result in the fact that any deliveries made to the addresses indicated in the Order or in signed agreements or other commercial agreements shall be deemed valid.

## **6. TRANSFER OF RISK AND ACCEPTANCE OF THE DELIVERY ITEM**

- 6.1. Unless otherwise specified in writing, the risk of delivery of the Product shall pass to the Buyer upon transferring it to an authorized person or entity responsible for delivery, including a forwarder or carrier.
- 6.2. In case of no detailed arrangements to be included in the specification on the Buyer's part, delivery shall take place upon Seller's sole discretion and without guarantee as to the selection of the fastest and cheapest method of sending the Product. Seller shall not be liable for quality of performed delivery service.
- 6.3. On the basis of separate arrangements in writing, the Seller may provide shipment insurance at the expense of the Buyer.
- 6.4. Buyer shall bear responsibility for unloading in any case.
- 6.5. Storage of the delivery item shall take place at the expense and risk of the Buyer, who shall be obliged to ensure storage conditions appropriate for the specification of the delivery item.

## **7. RESERVATION OF OWNERSHIP RIGHTS**

- 7.1. Goods delivered to the Buyer shall remain the property of the Seller until the Buyer pays the full selling price.
- 7.2. If third parties submit to the Buyer any claims against the Product owned by the Seller, the Buyer shall immediately notify the Seller thereof and take any measures to protect the rights of the Seller. In the event of negligence of the above obligation, the Buyer shall be liable to the Seller for damages.
- 7.3. If the Buyer is in arrears with payment for the goods, the Buyer shall be obliged, upon the Seller's request, to immediately and unconditionally hand over to the Seller delivered goods in its entirety.

- 7.4. Acceptance of the Product by the Seller shall not cause - unless the Parties have agreed otherwise - withdrawal from concluded agreement, but only constitutes a security for the Buyer's performance of obligations towards the Seller.
- 7.5. Buyer shall bear the costs of delivering (returning) the Product to the Seller.

## **8. RESPONSIBILITY OF THE PARTIES**

- 8.1. Immediately after receiving the Product, the Buyer is obliged to examine it in terms of quantity and quality and immediately report all defects and shortcomings not later than within 3 calendar days under pain of losing rights due to quantitative and qualitative deviations. Failure to provide the Seller with information about the above-mentioned shortcomings shall not release the Buyer from the obligation to pay the full price for the Product.
- 8.2. Seller grants warranty under the General Warranty Conditions (hereinafter: GWC). Warranty rights shall apply if the Buyer complies with the storage, installation, handling and other conditions of proper use of the delivered Product, as detailed in GWC.
- 8.3. Parties exclude application of the provisions providing for the Seller's liability under the warranty for physical and legal defects on the basis of Article 557 and Article 558 of the Civil Code and subsequent articles.
- 8.4. If the Seller's employees verbally make any assurances, promises or warranties in connection with the conclusion of an agreement or the submission of an offer, they shall not be deemed binding.
- 8.5. Seller shall not predict ability to return the Product. In exceptional cases, he reserves the right to accept the returned Product only on terms individually agreed with the Buyer in writing, only after prior written notification by the Buyer and only after obtaining a written confirmation from the Seller.

## **9. COPYRIGHT PROTECTION**

- 9.1. Seller reserves the ownership rights and copyrights to illustrations, drawings, calculations, designs, manuals and other documents and designs sent independently of the Buyer's company.

- 9.2. Preparing the Product documentation by the Seller and sending it to the Buyer does not mean that the Seller transfers ownership rights and copyrights to such documents, unless the Parties sign a separate agreement which shall specify the conditions for the transfer of such rights in writing.
- 9.3. Copying, reproduction or making documentation available to third parties without the consent given in writing by the Seller is prohibited under threat of civil liability for incurred damage.
- 9.4. Any Buyer's violation of the aforementioned provisions related to copyright shall be associated with the obligation to pay the Seller a contractual penalty of 10,000.00 PLN. Contractual penalty does not preclude the Seller from claiming compensation for damage and lost profits for copyright infringement on general terms.

## **10. FINAL PROVISIONS**

- 10.1. The assignment of rights resulting from the Sales Agreement concluded with the Seller or placed order with regard to third parties shall not be allowed without the Seller's written consent.
- 10.2. If any provisions of GSC become invalid due to implementing different statutory regulations, it shall not affect the remaining provisions of this Agreement.
- 10.3. Any disputes arising from the performance of agreements bound by these General Sales Conditions shall first be resolved amicably. Should the Parties fail to resolve any disputes hereunder amicably, disputes arising out of these regulations shall be settled by the Common Court having jurisdiction over the Seller's registered office. However, the Seller reserves the right to appeal against the Buyer in the court having jurisdiction over the Buyer's registered office.
- 10.4. All disputes arising between the Seller and the Buyer shall be governed exclusively by Polish law.